REMARKS

Claims 1-49 are pending in this application. In an Office Action mailed July 28, 2008 ("OA"), the Examiner rejected claims 1-49. Applicants respectfully traverse the rejections and request reconsideration based on the following remarks.

In addition, Applicants do not necessarily agree with or acquiesce to the Examiner's characterization of the claims or the prior art, even if those characterizations are not addressed herein.

I. Claim Rejections Under 35 U.S.C. § 102(b)

The Examiner rejected claims 1-10, 23-32, and 45-49 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,826,597 to Lonnroth et al. ("Lonnroth"). Applicants respectfully traverse the rejection.

To properly reject a claim based on anticipation, an examiner must establish that a single prior art reference discloses, either expressly or inherently, "each and every element as set forth in the claim." MPEP § 2131. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

Claims 1 and 23

Claim 1 recites "[a] computer-implemented method for automatically configuring a translation code, the method comprising: translating data within a server into a data format required by a client using the translation code; transmitting the translated data from the server to the client; transmitting a change of the data format from the client to

the server in a data object definition message; and automatically adapting the translation code to the changed data format upon receipt of the data object definition message." Lonnroth fails to disclose each and every element of claim 1. Lonnroth is directed to a method and system for allowing clients to retrieve data from data sources that do not necessarily support the same protocols and formats as the clients. *See* Lonnroth, Abstract. More specifically, Lonnroth discloses a service request fulfillment model where clients send service requests, which may contain associated parameter values (metadata), to a pre-processor. Lonnroth column 4, lines 30-35 (noted hereinafter as 4:30-35). The associated parameters (metadata) are used to identify the client, the client device, protocols supported by the client, and information used in filtering any data returned from the service. Lonnroth 9:31-42. The service requests are formed as extensible markup language (XML) meta documents and then sent to an XML processor. Lonnroth 5:46-48. Further, the XML processor then attempts to locate gateways that may be able to fulfill the service requests, which are represented by unresolved links, by creating and returning an XML response document. Lonnroth 6:6-45. Finally, assuming the request is fulfilled, the data can be filtered and formatted using the client metadata and XSL stylesheets. Lonnroth 7:40-48. In other words, Lonnroth teaches XML-based service fulfillment wherein requests are converted to known and acceptable client formats using XSL stylesheets. Lonnroth discloses that certain metadata may be included in the data request.

Nowhere does Lonnroth teach or suggest "transmitting a change of the data format from the client to the server in a data object definition message; and automatically adapting the translation code to the changed data format upon receipt of

the data object definition message," as recited in claim 1. The Examiner, in referencing Lonnroth 4:16-24, appears to conflate the separate mechanisms of transmitting client data requests and transmitting changes in client data formats as recited in claim 1, with the simple service request model of Lonnroth. OA at page 2. Lonnroth at most allows the client to include, within the request, acceptable client protocols and formats. Lonnroth fails to disclose an independent message mechanism supporting client data models wherein "transmitting a change of the data format from the client to the server in a data object definition message," as recited in claim 1 (emphasis added). Instead, the Lonnroth model appears to couple data requests with client acceptance criteria. Lonnroth teaches associating metadata with the client request by embedding the metadata within the client request. Lonnroth 9:50-56. The Lonnroth request flows through a series of XML processors wherein included metadata can be used to filer and convert gateway responses. Lonnroth does not disclose any distinction between messages for data requests and messages for data format changes. Furthermore, use of the Lonnroth metadata is directed toward filtering content in XML service responses and selecting XSL stylesheets to apply. Lonnroth 9:25-47. Lonnroth does not teach or suggest a separate messaging model to independently transmits changes in data model formats from the client to the server.

Lonnroth also fails to teach or suggest "automatically adapting the translation code to the changed data format upon receipt of the data object definition message," as recited in claim 1. The Examiner refers to Lonnroth 4:6-24 as allegedly disclosing "automatically adapting the translation code to the changed data format upon receipt of the data object definition message." OA at page 3. The Examiner appears to equate

the Lonnroth filtering and formatting of XML response documents in response to client requests with automatically adapting the translation code to the changed data format upon receipt of the data object definition message as recited in claim 1. As discussed above, messaging containing changes in data formats is distinct from service requests for actual data. Lonnroth merely discloses filtering and formatting according to the needs of the requesting entity where client data conversions are driven by XSL stylesheets. Lonnroth 4:18-23. Since Lonnroth first fails to even disclose transmitting changed data formats, it must also follow that Lonnroth does not teach or suggest the use of such changed data formats by automatically adapting the translation code to the changed data format upon receipt of the data object definition message as recited in claim 1. There are no independent data model messages in Lonnroth. Lonnroth does not suggest a mechanism for adapting to changes within a data object definition message. Lonnroth simply fails to teach or suggest automated adaptation of a translation code upon receipt of such changes in an object definition message.

Therefore, for at least these reasons, Lonnroth fails to teach or disclose each and every element of claim 1. Specifically, Lonnroth fails to disclose "translating data within a server into a data format required by a client using the translation code; transmitting the translated data from the server to the client; transmitting a change of the data format from the client to the server in a data object definition message; and automatically adapting the translation code to the changed data format upon receipt of the data object definition message," as recited in claim 1. Accordingly, Applicants respectfully submit that claim 1 is patentable over Lonnroth.

Independent claim 23 includes language similar to that provided in claim 1. For at least the reasons stated above with respect to claim 1, Applicants respectfully submit that claim 23 is patentable over Lonnroth as well.

Claims 2 and 24

Claim 2 recites "wherein the data object definition message is automatically transmitted from the client to the server upon change of the data format within the client." (Emphasis added.) Lonnroth fails to disclose independent transmission of a data object definition message for changes in client data formats. The Examiner appears to equate the Lonnroth data or service request with the data object definition message recited in claim 2. Nowhere does Lonnroth appear to disclose independent transmission of a data object definition message, much less automatically transmit such a message.

In addition, because claim 2 is dependent on claim 1, claim 2 is also patentable over Lonnroth for at least the same seasons as independent claim 1.

Therefore for at least the above reasons, Applicants respectfully submit that claim 2 is patentable over Lonnroth.

Claim 24 includes language similar to that provided in both claim 23 and claim 2. Accordingly, Applicants respectfully submit that claim 24 is also patentable over Lonnroth for at least the same reasons as claim 23 and claim 2.

Claims 3-10 and 25-32

Dependent claims 3-10 depend from claims 1 and 2 and are patentable over Lonnroth for at least the same reasons as claims 1 and 2. Dependent claims 25-32

depend from claims 23 and 24 and are patentable over Lonnroth for at least the same reasons as claims 23 and 24.

Claims 45-49

Independent claim 45 includes language similar to that provided in claim 1. Applicants respectfully submit that claim 45 is patentable over Lonnroth for at least the same reasons as set forth above with respect to claim 1.

Claims 46-49 depend from claim 45 and are patentable over Lonnroth for at least the same reasons as stated above with respect to claim 45.

II. Claim Rejections Under 35 U.S.C. § 103(a)

Claims 11-13, 15-22, 33-35, and 37-44

Claims 11-13, 15-22, 33-35, and 37-44 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Lonnroth as applied to claims 1 and 23, in view of U.S. Patent No. 5,884,325 to Bauer et al. ("Bauer"). Applicants respectfully traverse the rejection.

Claims 11-13 and 15-22 depend from independent claim 1. Claims 33-35 and 37-44 depend from independent claim 23. As discussed above, claims 1 and 23 are patentable over Lonnroth. Bauer fails to overcome the deficiencies of Lonnroth. Bauer discloses a database synchronizer to facilitate synchronization between client-side and server-side applications containing similar data structures. *See* Bauer, Abstract. But Bauer, like Lonnroth, fails to disclose or suggest "transmitting a change of the data format from the client to the server in a data object definition message; and automatically adapting the translation code to the changed data format upon receipt of

the data object definition message," as recited in claim 1 or in the similar language included in claim 23.

Therefore, Lonnroth in view of Bauer fails to disclose or suggest the features of independent claims 1 and 23. Because claims 11-13 and 15-22 depend from independent claim 1, claims 11-13 and 15-22 are patentable over Lonnroth in view of Bauer for at least the same reasons as claim 1. Because claims 33-35 and 37-44 depend from independent claim 23, claims 33-35 and 37-44 are patentable over Lonnroth in view of Bauer for at least the same reasons as claim 23.

Claims 14 and 36

Claims 14 and 36 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Lonnroth as applied to claims 1, 11, 12, 23, and 33, in view of U.S. Patent Publication No. 2003/0233383 to Koskimies ("Koskimies"). Applicants respectfully traverse the rejection.

Claim 14 depends from independent claim 1 and claim 36 depends from independent claim 23. As discussed above, claims 1 and 23 are patentable over Lonnroth. Koskimies fails to overcome the deficiencies of Lonnroth. Koskimies discloses a method and equipment to allow a more sophisticated adaptive selection of data for synchronization or for software configuration. Koskimies at par. 7. But Koskimies, like Lonnroth, fails to disclose or suggest "transmitting a change of the data format from the client to the server in a data object definition message; and automatically adapting the translation code to the changed data format upon receipt of the data object definition message," as recited in claim 1 or in the similar language included in claim 23.

Therefore, Lonnroth in view of Koskimies fails to disclose or suggest the features of independent claims 1 and 23. Because claim 14 depends from independent claim 1, claim 14 is patentable over Lonnroth in view of Koskimies for at least the same reasons as claim 1. Because claim 36 depends from independent claim 23, claim 36 is patentable over Lonnroth in view of Koskimies for at least the same reasons as claim 23.

III. Conclusion

In view of the foregoing remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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